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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM



SECOND AMENDMENT OF LEASE AND OPERATING AGREEMENT

Parties:

Philadelphia Regional Port Authority
3460 N. Delaware Avenue, 2nd Floor
Philadelphia, PA 19134 ("Lessor")

&

GROWMARK, Inc.
1701 Towanda Avenue
Bloomington, Illinois 61701 ("Lessee")

Lease History:

Lease & Operating Agreement
First Amendment

Filed with FMC

March 17, 2008
March 1, 2012

FMC Reference No:

201179
201179-001

The Lease & Operating Agreement is hereinafter collectively referred to as the "Lease".

Background:

The parties entered into a Lease and Operating Agreement dated March 5, 2008. The Term is on a month to month basis. To encourage development and use of Pier 122, Lessor and Lessee, (collectively known as the "Parties"), developed a conditional term sheet setting forth proposed terms and conditions to be entered into upon attracting sufficient business commitments. On June 21, 2011, the Board of the Authority authorized entering into an amendment to the lease based upon the conditional terms provided that the authorization would expire if the conditions for commencement of the conditional terms are not met by June 30, 2012.

On March 1, 2012 the lease was amended to extend the term and set forth new provisions for the use and development of the Premises.

NOW, THEREFORE, intending to be legally bound hereby and in exchange for good, valuable and sufficient consideration received, Lessor and Lessee covenant and agree as follows:

1. Effective Date. This Second Amendment to Lease and Operating Agreement ("Amendment") shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Lessor shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.

2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.

3. Section 1.3 Use of Premises. Section 1.3.1 of the Lease is hereby replaced in its entirety with the following sentence:

1.3.1 Lessee shall use the Premises as a marine terminal, which is hereby described in Exhibit "A", which is hereby defined as a facility for: (i) the docking and mooring of vessels for the purpose of discharging or loading cargo; (ii) the

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receipt, distributing, moving, loading and unloading of dry bulk, and liquid bulk into and from such vessels, trucks and railcars; (iii) the provision of terminal services to vessels; (iv) the transferring of merchandise, goods and cargo to, from, and between cargo vessels, trucks and railcars; and (vi) marine activities similar to the foregoing as approved by PRPA (collectively, the "Permitted Use"). For purposes of this Agreement, the cargo categories listed in Exhibit "H" are authorized to be handled at the Premises.

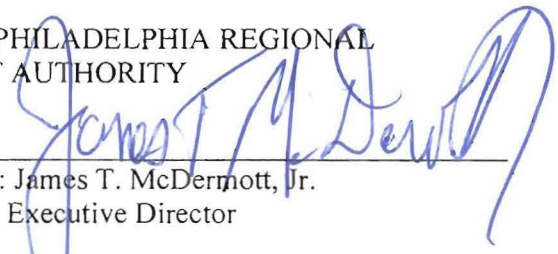
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

GROWMARK, INC.

By: 
 Name: **ROD WELLS**
 Title: **Plant Food Division Manager**

Approved as to Legality and Form:

THE PHILADELPHIA REGIONAL
PORT AUTHORITY

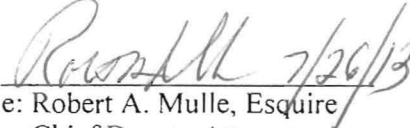
By: 
 Name: James T. McDermott, Jr.
 Title: Executive Director

Approved as to Budgetary Appropriateness & Fiscal
Responsibility


THE PHILADELPHIA
REGIONAL
PORT AUTHORITY

By: 
 Name: Gregory V. Iannarelli
 Title: Chief Counsel

OFFICE OF THE ATTORNEY
GENERAL

By:  7/26/13
 Name: Robert A. Mulle, Esquire
 Title: Chief Deputy Attorney
General

THE PHILADELPHIA REGIONAL
PORT AUTHORITY

By: 
 Name: Edward Henderson
 Title: Director of Finance & Capital Funding

OFFICE OF THE BUDGET

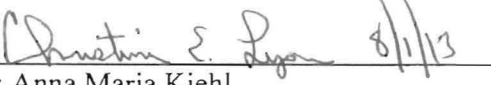
By:  8/1/13
 Name: Anna Maria Kiehl
 Title: Comptroller

EXHIBIT "H"

Urea	Perlite
Phosphate	Pumice
Mono-ammonium Phosphate	Clay
Di-ammonium Phosphate	Alumina
Ammonia Sulfate	Barite
Iron Sulfate	Frac sand
Nitrate	Sugar
Potash	Grain
Salt	Manganese Ore
Road Salt	Chrome Ore
Solar Salt	Ferrochrome
Wood pellets	Magnesite
Woodchips	Scrap Steel
Sand, minerals, Non-Haz, NOS (non-hazardous, not otherwise specified)	DRI
Olivine (Sand)	Iron Ore Fines
Garnet (Sand)	Iron Pyrites
Silica (Sand)	Corn
Aragonite (Calcium Sand)	Soybeans
Ilmenite	Oates
Aggregates	Wheat
Lime	Barley
Limestone	
Granite	
Borax	
Fluorspar	
Petcoke	
Delayed Coke	
Fluid Coke	
Carbon	
Anthracite	
Metallurgical Coal	
Bituminous Coal	
Steam Coal	
Bauxite	
Gypsum	
Flyash	
Conditioned ash	
Slag	
Copper Slag	
Clinker	
Cement	